

St. Louis City Ordinance 62892

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 43

INTRODUCED BY ALDERMAN JO ANNE WAYNE

An Ordinance recommended by the Airport Commission and the Board of Public Service authorizing and directing the Mayor and the Comptroller to execute an Easement Agreement between the City of St. Louis and the St. Louis County Water Company relative to the construction, operation and maintenance of water lines and appurtenances on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, as herein described in Section One of this Ordinance, in order to accommodate construction required as a part of the Metro Link Light Rail Transit Project; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. The Mayor and the Comptroller are hereby authorized and directed to execute an Easement Agreement between the City of St. Louis and the St. Louis County Water Company relative to the construction, operation and maintenance of water lines and appurtenances on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, in order to accommodate construction required as a part of the Metro Link Light Rail Transit Project, which Easement Agreement shall read in words and figures as follows:

EASEMENT AGREEMENT

ST. LOUIS COUNTY WATER COMPANY

The City of St. Louis, a municipal corporation of the State of Missouri (hereinafter referred to as "the City") acting through its Mayor and Comptroller, in consideration of the mutual agreements set forth herein, hereby grants to the St. Louis County Water Company, a Missouri corporation (hereinafter referred to as "the Utility") a Utility Easement described as follows:

An easement on a tract of land in U.S. Survey 2476, Section 22, Township 46 North Range 6 East, St. Louis County, Missouri, described as follows:

Commencing at a point, said point being the southwest corner of Lot 76 of Springdale Lake Sites, hereinafter referred to as the Point of Beginning (POB), thence along the South line of Lot 76 North 78 30' East 105.48 ft. to the southeast corner of Lot 76, thence North 11 30' West 5.00 ft. to a point, thence South 78 30' West 105.46 ft. to a point, thence South 11 30' East 5.00 ft. to the POB, an area of 527.35 square feet, more or less, as shown on "SPRINGDALE LAKE SITES, LOT 76," Exhibit "A", attached hereto. Springdale Lake Sites Subdivision being recorded in Plat Book 37 Page 13 of St. Louis County Records; the City of St. Louis having acquired title to said tract of land by deed recorded in Book 8356 Page 1140 of St. Louis County Records, under the following terms and conditions:

1. Use. The Utility may use this easement only for the construction, operation and maintenance of water lines, pump station and appurtenances serving customers in St. Louis County.
2. Indemnification. Utility agrees to indemnify and save harmless the City, its Board of Aldermen, Airport Commission, officers, agents and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any negligent actions or negligent proceedings of any kind whatsoever, in any way resulting from, or arising out of the negligent acts and omissions of officers and employees of Utility arising out of this Agreement or the negligent use and occupancy of the Premises and the Airport; and Utility agrees to defend the City in any action or proceeding brought thereon. City agrees to give prompt notice of any claims. Utility shall have the right to defend, compromise, or settle to extent of Utility's interest.
3. Term. The term of this Easement Agreement shall begin on , 1993, and shall end only if and when and to the extent the Utility abandons its facilities within the Easement.
4. Restoration. Utility shall not change the existing ground elevation or drainage pattern. All surfaces shall be restored to their original conditions after completion of the initial or any subsequent construction or repairs. Utility shall reimburse private owners who lease airport land, for damages to tilled land, crops or other property.
5. Access. Utility has the right of free access to the easement for its employees and agents, together with the right to use additional space adjacent to the above described easement as may be required during the period of construction and

maintenance. Utility will give City reasonable notice of its need to enter the easement for non emergency purposes.

6. Obstruction or Interference. The undersigned agree not to obstruct or interfere with the maintenance of such pipe line or lines, and any connections to the pipe line, by erecting or causing to be erected any building or structure on said easement.

7. Right Limited. No rights, except those specifically set out in Agreement are granted to the Utility. Executed this day of 1993 on behalf of the City of St. Louis.

THE CITY OF ST. LOUIS

Mayor, City of St. Louis

APPROVED AS TO FORM:

City Counselor,
City of St. Louis

Register
City of St. Louis

COUNTERSIGNED:

Comptroller,
City of St. Louis

On this day of 1993, before me appeared and , to me personally known, who being by me duly sworn, did say that they are the Mayor and Comptroller, respectively, of the City of St. Louis, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said municipal corporation and that said instrument was signed and sealed in behalf of said corporation pursuant to Ordinance Number , approved , 1993.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

Notary Public

Executed this day of 1993, on behalf of the St. Louis County Water Company.

ST. LOUIS COUNTY WATER

John Ackerman
Vice President Engineering

ATTEST:

STATE OF MISSOURI)

) ss. On this day of 1993, before me appeared John
CITY OF ST. LOUIS) Ackerman, to me personally known, who, being by me
duly sworn did say that he is Vice President Engineering of St. Louis County
Water Company, and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, and that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Directors, and
said John Ackerman acknowledged said instrument to be the free act and deed
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
notarial seal in the County of St. Louis, Missouri, the day and year last above
written.

My commission expires:

Notary Public

Section Two. This being an Ordinance providing for a Public Work and
Improvement Program, it is hereby declared to be an emergency measure as
defined in Article IV, Section 20, of the City Charter and shall become
effective immediately upon its approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
05/06/93	05/06/93	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE

05/28/93			06/04/93	06/11/93
ORDINANCE	VETOED		VETO OVR	
62892				